

### PRELIMINARY REMARKS

Applicants have decided to pursue the claims similar to those that were finally rejected in an office action dated February 27, 2001 during prosecution of U.S.S.N. 09/390,963. A copy of that office action, and of the amendment that preceded the office action, are enclosed.

The claims relate to a matrix that includes a water-insoluble polymer, a water-soluble polymer, and a water-leachable colorant. Applicants mentioned "water-leachable" colorants on page 18 of the application, but do not provide an express definition of water-leachable. None was necessary because the ordinary and accustomed meaning of "leach" is "to dissolve out by the action of a percolating liquid." See the enclosed excerpt from Webster's New Collegiate Dictionary. "Water-leachable" thus simply means that the colorant is water soluble. See Texas Digital Systems v. Telegenix, Inc., 308 F.3d 1993, 1202 (Fed. Cir. 2002) ("The term used in the claims bear a 'heavy presumption' that they... have the ordinary meaning that would be attributed to the words by a person of ordinary skill in the relevant art....It has long been recognized... that dictionaries... are particularly useful resources [for determining ordinary meaning].").

Claim 45 is distinct, for example, from the composites disclosed in Tseng, U.S. Pat. 5,349,750 ("Tseng"). Tseng describes a shaving aid composite for use on razors. The components of the composite include a water-insoluble polymer and a water-soluble polymer. Example 1 discloses a composite that also includes a "color dye", but does not disclose that the color dye is water-leachable as required by the claims. Claims 45-50 therefore are novel Tseng. Moreover, Tseng does not teach that he wants the components to change color with use, and as a result does not suggest that a water-leachable colorant should be used in the composite. Claims 45-50 therefore are not suggested by Tseng.

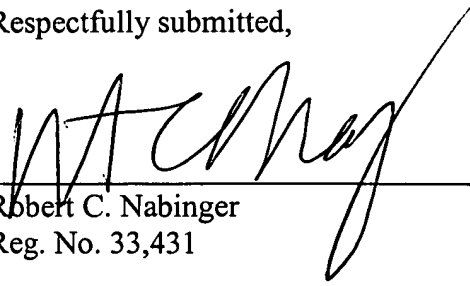
Applicants ask that the claim be examined in view of the amendment to the claims.

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Page : 4 of 4

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Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Nabinger', is written over a horizontal line.

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